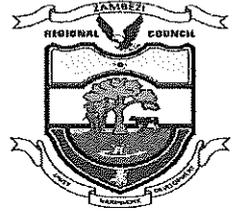


**Republic of Namibia
Zambezi Regional Council**

Directorate of Education, Innovation, Youth, Sports, Arts and Culture



Tel: +264-66-261771
Cell: +264-81-1401181

Ngoma/ Hospital Road
Govt Building/ ZRC Office Park

Private Bag 5002
Katima Mulilo

REGIONAL PROCUREMENT COMMITTEE

STANDARND BIDDING DOCUMENTS FOR OPEN NATIONAL BIDDING
(Established under section of the public Procurement Act, 2015)

Tel.: (066) 261 771
Fax: +264-81-1401181
Enquires: Mr A. Shikoyeni

Private Bag 5002
Ngoma Road
Katima Mulilo
Namibia

Our Ref: W/ONB/ZRC 05/ ZAMBEZI REGION
BID NO : W/ONB /ZRC 05/ 2025/2026
CLOSING DATE : 13 March 2026
TIME : 10H00

DESCRIPTION: CONSTRUCTION OF THREE CLASSROOM BLOCK AND STORE ROOM AT MAKOLONGA COMBINED SCHOOL FOR THE DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE

BIDDER

ADDRESS

TEL

FAX/EMAIL

Total price

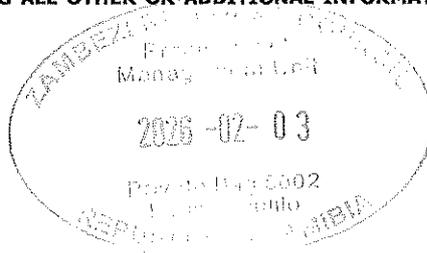
Bid Amount in words.....

DOCUMENTS MUST BE DELIVERED BEFORE 10H00 ON THE CLOSING DATE TO:

The Secretary:
Zambezi Regional Council Procurement Committee
Ngoma Road
Private Bag 5002, Katima Mulilo, Namibia

**NB: N\$300.00 LEVY (NON-REFUNDABLE) IS PAYABLE IN ADVANCE IN CASH OR BANK TRANSFER. (UNPAID BID DOCUMENTS WILL BE PREJUDICED)
RECEIPT FOR PAYMENTS (ORIGINAL) MUST BE ATTACHED TO BID DOCUMENTS!**

NB!!! THIS DOCUMENT INCLUDING ALL OTHER OR ADDITIONAL INFORMATION SHOULD BE COMPLETED IN BLACK INK ONLY.





Republic of Namibia Zambezi Regional Council

Directorate of Education, Innovation, Youth, Sports, Arts and Culture



Tel: +264-66-261771
Cell: +264-81-1401181

Ngoma/ Hospital Road
Govt Building/ ZRC Office Park

Private Bag 5002
Katima Mulilo

LETTER OF INVITATION

Dear Bidders,

RE: CONSTRUCTION OF THREE CLASSROOM BLOCK AND STORE ROOM AT
MAKOLONGA COMBINED SCHOOL FOR THE DIRECTORATE OF EDUCATION,
INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE

The Zambezi Regional Council invites you to submit your best quote for works described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Mr. A. Shikoyeni at Zambezi Regional Council, private Bag 5002, Katima Mulilo, Tel: +264-66-261771, Cell: +264-81-1401181

Please prepare and submit your quotations in accordance with instructions given.

Yours faithfully,

MR ABRAHAM SHIKOYENI
HEAD: PROCUREMENT MANAGEMENT UNIT



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *Zambezi Regional Council* reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

You are requested to quote for the works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable; (Retype Bid Securing Declaration under company letter head and insert company seal where appropriate)
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate
- (e) Bid document must be completed in full, were not relevant state not applicable.

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. Use of correction fluid is strictly prohibited.

3. Validity of Quotations

The bids validity period shall be **90 days** from the date of bid submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- (a) have a **certified copy** of company founding statement
- (b) have a **valid certified copy** Good Standing Certificate (BIPA);
- (c) have an **original** valid Good Standing Tax Certificate (NamRA);
- (d) have an **original** valid Good Standing Social Security Certificate;
- (e) have a **valid certified copy** of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (f) have a **valid certified copy** certificate indicating SME Status (for Bids reserved for SMEs);
- (g) Submit Bid- securing Declaration (Retype Bid Securing Declaration under company letter head and insert company seal where appropriate);
- (h) Valid certified copy of owner/owner's identification documents

-
- (i) Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise specified in the BDS.
 - The bid shall include all the information listed in ITB Sub - Clause 4 above for each joint venture partner.
 - The bid shall be signed so as to be legally binding on all partners.
 - The bid shall include a copy of the agreement entered into by the joint venture partners defining the division of the assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms, alternatively a letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
 - One of the partners shall be nominated as being in charge, authorised to incur liabilities and receive instruction for and on behalf of any and all other partners in the joint venture.
 - The execution of the entire Contract, including payments, shall be done exclusively with the partner in charge.
 - (j) Initial all pages of the document and corrections;
 - (k) Attach proof of confirmation of account (in the name of the company) from a Namibian Banking institution;
 - (l) have a minimum experience of two years as prime contractor in the construction works, attach two reference letters/certificate of completion on the completed similar works from previous employers;
 - (m) attach certified copies of qualifications, Identity documents, CVs of employee's qualifications i.e. foreman, plumber, brick layer, electrician from a reputable Education Institution accredited by NQA;
 - (n) authorization letter to sign the bid /Power of Attorney;
 - (o) company profile to be attached;
 - (p) stamp where necessary;
 - (q) All copies to be certified by appropriate authority.

5. Bid Securing Declaration

Bidders are required to subscribe and submit a Bid Securing Declaration for this procurement process.

6. Works Completion Period

The completion period for works shall be **120 days (Four months)** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted.

7. Sealing and Marking of Bids

Quotation should be sealed in a single envelope, clearly marked with the **Procurement Reference Number**, addressed to Zambezi Regional Council Procurement Committee with the Bidder's name and contact information at the back of the envelope

8. Submission of Bids

Bids should be deposited in the Quotation/Bid Box located at *Zambezi Regional Council, Ngoma road, Katima Mulilo*, not later 13 March 2026 at 10H00, Quotations by post or hand delivered should reach *Zambezi Regional Council* by the same date and time at latest. Late bids will be rejected.

Bids received by e-mail will not be considered.

9. Opening of Bids

Bids will be opened internally by the Public Entity at Zambezi Regional Council on 13 March 2026 at 10H00. The bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Bids

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

11. Technical Compliance

The evaluation is split into a technical and financial evaluation of which only the technical evaluation shall be applicable as a pre-qualification of bids

	Responsive Criteria	
1.	Project experience of similar work completed by the company with 100% completion (attach certificate of completion) 2 projects (25 points) 1 project (20 points) No project (0 points)	25
2.	Value of similar previous work attached proof validated with certified copies from appropriate authority (attach certificates of completion) Proof for two projects is attached (25 points) Proof for one project (20 points) No proof attached (0 points)	25
3.	Qualification and Experience of Proposed Technical Staff Detail CVs, certified copies of qualifications and Id copies of site foreman (5) Detailed CVs, qualifications of Key Staff to be appointed for this project (10)	15

4.	Work Schedule Work schedule attached (15) Work schedule not attached (0)	15
	Total Responsive	80%

12. **Financial evaluation criteria**

Bidders that obtain 60% or more on the technical evaluation will be considered for financial evaluation and will be evaluated as follows. In terms of financial criteria, bidders will be evaluated as per illustrated formula below.

Formula:

$$A - B = C$$

$$A + B = D$$

The LOWEST evaluated substantially responsive between C and D shall be selected for award.

Formula definition:

A= Budgeted amount, B=10% of the budgeted amount, C= lowest amount

A= Budgeted amount, B=10% of the budgeted amount, D= highest amount

Budgeted amount – 10% of the budgeted amount = lowest amount

Budgeted amount +10% of the budgeted amount = highest amount

(D) Consideration for award of bid

A bidder will be considered for award in terms of ITB 36.3 (to have submitted the lowest evaluated substantially responsive bid).

The LOWEST evaluated substantially responsive between C and D shall be selected for award.

13. **Prices and Currency of Payment**

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

14. **Margin of Preference**

The applicable margins of preference and their application methodology are as follows:
The maximum cumulative allowable margin of preference applicable to exclusive preference for **price evaluation purposes in 10%**.

Bidder must include a **declaration in its bid**, outlining the preferences the bidder qualifies for and its grounds for such qualification

CATEGORY	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
Micro, Small and Medium Enterprise	1%	- SME Registration certificate - Declaration indicating the percentage of Namibian MSME ownership
Woman owned enterprise	3%	- IDs of all shareholders - Declaration indicating the percentage of Namibian female ownership -Founding statement/ company registration indicating ownership/ shareholder certificate
Youth owned enterprise	2%	- IDs of all shareholders - Declaration indicating the percentage of Namibian youth ownership structure/ shareholder certificate -Founding statement/ company registration indicating ownership/ shareholder certificate
Previously Disadvantaged Person owned enterprise	3%	- IDs of all shareholders - Declaration indicating the percentage of Namibian PDPs ownership structure/ shareholder certificate -Founding statement/ company registration indicating ownership/ shareholder certificate
Suppliers providing employment to Namibian	1%	- Declaration that the bidder employs 50% or more Namibian citizens
TOTAL	10%	

15. **Award of Contract**

Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

16. **Notification of Award and Debriefing**

The Zambezi Regional Council shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and post a notice of award on its website within 7 days. Furthermore, the Zambezi Regional Council shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

Section IV – Evaluation Criteria

Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that Zambezi Regional Council will use to evaluate a bid and determine whether a Bidder has the required qualifications. The Criteria hereunder are derived from the ITB and BDS. No other criteria but those indicated here shall be used during evaluation.

Evaluation Methodology

Evaluation will be conducted by a Bid Evaluation Committee (BEC) appointed in accordance with the Procurement Act and Regulations and evaluated in accordance with the criteria stated here below and in tables 1, 2,3, and 4 in Four phases.

Phase 1: Evaluation of Administrative and Legal Compliance

Legal Compliance – ITB 13.1(4)

In terms of section 50(2), bidders will be assessed for having submitted documents as stipulated in that section, failing which the bidder or supplier must be disqualified.

As per **TABLE 1**, only the bidders who score **Yes**, by providing all the required (mandatory) documents and satisfy the formal documentary evidence as stipulated ITB 13.1(4), ITB 20.1 and providing proof of payment will be considered for further evaluation.

Administrative Compliance – ITB 13.1 (all paragraphs excluding paragraph 4)

Administrative compliance will be assessed based on a Yes or No, and the aim of this criteria is the collection of administrative information that will eventually form part of the contract at award. Bidders will not be disqualified by scoring a No at this stage as per **TABLE 2**.

Phase 2: Evaluation of Technical Compliance

Bidders will be assessed against the Technical Evaluation criteria as stated in **TABLE 3**.

The criteria will be assessed based on the scoring matrix. Only the bidders who obtain **60%** for all criteria and satisfy the formal documentary evidence, will proceed to the next phase of Financial Evaluation.

Phase 3: Completed Projects Reference Form

Bidders will be assessed against the criteria as stated in **TABLE 4**.

The criteria will be assessed based on the scoring matrix. Only the bidders who score **60%** for all criteria and satisfy the formal documentary evidence, will proceed to the next phase of Price evaluation.

Phase 4: Price Evaluation (Bidders must accept and comply with the given bid amount per region)

The procurement contract will be awarded to the **evaluated, substantially responsive**

(administratively, technically & financially compliant) bidders.

Bidders must accept and comply with the given bid amount per region and as indicated on the financial complaint table

Phase 6: Margin of Preference

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a bidder who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services.

The maximum cumulative allowable margins of preferences applicable to exclusive preference for price evaluation purposes is 10%.

A bidder must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

Margins of preferences will be applied, as per Annexure 6 of the Code of Good Practice, as follows on the total cost in the price schedule:

Evaluation of Administrative and Legal Compliance TABLE 1:

Mandatory Legal Compliance

	DOCUMENT DESCRIPTION	YES/NO
1	Proof of Payment	
2	Bid Securing Declaration; ITB 13.1(4)(f) and ITB 20.1 (On form provided or company letterhead in the same format of the form)	
3	Company Registration Information A certified copy of valid registration certificate or relevant documentation as outlined in ITB 13.1(4)(e)	
4	an original or certified copy of a valid certificate of good standing with the Receiver of Revenue; ITB 13.1(4)(a)	
5	a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission; ITB 13.1(4)(b)	
6	Affirmative action compliance: <ul style="list-style-type: none"> ▪ Certified copy of certificate, or ▪ Certified copy exemption, or Certified copy of proof.; ITB 13.1(4)(c)	
7	Completed Undertaking in terms of section 138 of the Labour Act; ITB 13.1(4)(d) (On form provided or company letterhead in the same format of the form)	

TABLE 2: Administrative Compliance

DOCUMENT DESCRIPTION		YES/NO
1	Fully Completed Bid Submission Form; ITB 13.1(1), (On form provided or company letterhead in the same format of the form) Attached certified copy of identity document (ID) or certified copy of a valid passport of representative & evidence of signatory authorized to sign the bid	
2	Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract; ITB 13.1(2) (All information to be completed on forms provided or presented on separate stationery in the same format of the forms. Company profiles with relevant information are acceptable)	
3	Completed Schedule of Rates including Summary of Construction Cost; ITB 13.1(3) (On forms provided or company letterhead in the same format of the forms/Submitting of self-designed spreadsheets in the same format of the form is allowed)	
4	Authorisation to sign bids on behalf of the Bidder (Power of attorney / Written authorization) as stated in ITB 21.2. (Company letterhead and own format)	
5	Bidding Document submitted in original & copy and fully signed & initialed; ITB 13.1(5)(i) and (ii)	
6	An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub- clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; ITB 13.1(5)(iv) (separate letter from bidder) (Company letterhead and format)	

TABLE 3: Evaluation of Technical Compliance

(All Documents must be certified copies or original where indicated)

(Bidder must score a minimum of 60% to proceed to the next stage of evaluation)

TABLE 3: Evaluation of Technical Compliance**(All Documents must be certified copies or original where indicated)****(Bidder must score a minimum of 60% to proceed to the next stage of evaluation)**

	Description	Source of Verification	Scoring Notes		Weight
1	<p><i>Three (3) experience in works of a similar nature and size.</i></p> <p>This should be housing construction or building works or extension or upgrading works on houses</p> <p>(ITB 6.2(c))</p>	<ul style="list-style-type: none"> Bidder must provide evidence to proof 3 years of experience in works of a similar nature and size Bidder must provide contact information of clients and consultants to be contacted for further information on those contracts. 	Works of similar nature and size for three (3) years or more	10%	10%
			Works of similar nature and size for two (2) years	7.5%	
			Works of similar nature and size for (1) year	2.5%	
			No evidence of works of similar nature and size	0%	
2	<p><i>Experience as Prime Contractor in the construction of one or more housing construction or building works or extension or upgrading works on houses of not less than N\$150,000.</i></p> <p>i. The project must have been successfully completed.</p> <p>Bidders are required to identify one (1) project of a value of not less than N\$150,000 and list it on the form provided in the Completed Project Reference Form as outlined in ITB 6.3 (b)</p> <p>(ITB 6.3 (b))</p>	<ul style="list-style-type: none"> Nature of work must relate to building or residential/house construction and not refurbishment or renovations that does not include the actual construction of a housing structure. Bidders must submit documentary evidence in the form of award letters, completion certificates, reference letters, or any other documentary proof. 	Experience as prime contractor in works of N\$150,000 or more	30%	30%
			Experience as prime contractor in works of less than N\$150,000 and not below N\$100,000	15%	
			Experience as prime contractor in works of not less than N\$50,000	5%	
			No experience as Prime Contractor	0%	
3	<p><i>Construction equipment proposed to carry out the contract/project.</i></p> <p>List must be provided with proof of ownership.</p> <p>Lease or renting is allowed and proof of agreements or recent</p>	Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment required for performance of the contract such as:	List of plant attached + proof of ownership/lease of at least 3 or more of the plant mentioned.	10%	10%

	<p>accounts confirmations with tool/plant/machinery/equipment hires must be provided. (proof must not be older than 12 months)</p> <p>(ITB 6.2(d) & ITB 6.3(c))</p>	<ul style="list-style-type: none"> • Concrete mixers and/or concrete supply plans • Small tools (wheelbarrows, spades, etc.) • Any other equipment not listed 	<p>List of plant attached + proof of ownership/lease of at least 2 of the plant mentioned.</p>	7.5%	
			<p>List of plant attached + proof of ownership/lease of at least 1 of the plant mentioned.</p>	5%	
			<p>No proof provided</p>	0%	
4	<p><i>Contract/Project Manager/Site Agent /Foreman with five years' experience in works of an equivalent nature and volume, including no less than three years.</i></p> <p>Detailed CV of qualifications, job history and experience is required.</p> <p>Certified copies of qualifications in construction related disciplines or equivalent must be provided.</p> <p>Proposed personnel must work for the Bidder or provide letter of intent once Bidder is awarded the contract (proof must be attached).</p> <p>The listed person/s must be available on-site full time and will be the point of contact for all instructions by designated NHE site representative. Any replacement of the cited person/s must be communicated in writing and relevant documentation as required above should be submitted to NHE Project Manager.</p> <p>Non-adherence to this requirement will result in a breach of contract or forfeiture of allocation</p> <p>(ITB 6.3(d))</p>	<ul style="list-style-type: none"> • Position of Project/Contract Manager/Site Agent /Foreman must be indicated either in the bidding document or on the CV. • CV of Project/Contract Manager/Site Agent /Foreman must be provided. • Experience of Project/Contract Manager/Site Agent /Foreman must be of relevance to the current nature of bid. • Project/Contract Manager/Site Agent/Foreman must indicate 3 or more years' experience in Managerial/Supervisory position. • Must work for bidder or there must be proof on intend to do so. 	<p>CV, 5 years and more relevant experience (works + management) & qualifications (must be attached) + must work for bidder or letter of intent</p>	20%	20%
			<p>CV, 4 years relevant experience (works + management) & maybe no qualifications + must work for bidder or letter of intent</p>	15%	
			<p>CV, 3 years' experience (works + management) & qualifications (must be attached) + must work for bidder or letter of intent</p>	10%	
			<p>2 years or below</p>	0%	
5	<p><i>Qualifications and experience of key site personnel and technical personnel proposed for the contract.</i></p>	<ul style="list-style-type: none"> • Detailed Organogram/ similar layout must be provided by bidders. 	<p>Key personnel include all three builder, plumber and electrician</p>	15%	15%

	<p>At least two (2) must be listed with detailed CVs attached, of which one should be an electrician with a valid wireman license and relevant qualifications.</p> <p>Proposed personnel must work for the Bidder or provide letter of intent once Bidder is awarded the contract (proof must be attached).</p> <p>Detailed Organogram/ similar layout must be provided by bidders.</p> <p>Integration of Technical and Vocational Educations and Training (TVET) interns in key personnel is highly encouraged and will give the bidder an added advantage.</p> <p>Detailed Organogram/ similar layout must be provided by bidders.</p> <p>(ITB 6.2(e))</p>	<ul style="list-style-type: none"> • Key site personnel must have relevant experience and qualifications relating to the nature of the tender. • At least two other CVs other than that of the one mentioned in criteria no.4 must be provided. • Must work for bidder or there must be proof on intend to do so. • Examples of such key personnel are – Foreman, Plumber, Electrician, • Engineer, QS, Bricklayer, Safety Officer, Carpenter etc. • All qualifications and IDs must be certified by a commissioner of oath. 	<p>Detailed CV and relevant qualifications</p>		
			Key personnel include only 2 Detailed CV and relevant qualifications	10%	
			Key personnel include only 1	5%	
			None of the above.	0%	
6	<p><i>Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources of not less than N\$150,000.00</i></p> <p>Proof of building materials suppliers accounts will be considered and must combined with financial resources to fulfil the requirement.</p> <p>(ITB 6.2 (g))</p>	<ul style="list-style-type: none"> • Bidder must demonstrate access, or availability of, financial resources such as cash, liquid assets, unencumbered real assets, lines of credit, financing partners, and other financial means, to meet financial obligations of at least N\$150,000. 	Financial resources of N\$150,000 or more	15%	15%
			Financial resources of below N\$150,000 but not less than N\$125,000.00	10%	
			Financial resources of below N\$125,00 but not less than N\$100,00	5%	
			Anything below the above stated	0%	
TOTAL					100%

MARGIN OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCE

CATEGORIES OF BIDDERS	DEFINITION / CRITERIA (in terms of code of good practice on preferences)	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)
Manufacturer	<p>means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not –</p> <p>a) the transformation is through work-</p> <p>i) performed by a power-driven machine or by hand,</p> <p>ii) done in a home or factory, or</p> <p>b) the new products are sold on wholesale or retail basis</p>	2%	<ul style="list-style-type: none"> ▪ certificate of registration from a registering authority ▪ declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant ▪ (please refer to code of good practice for above stated annexures)
Micro, Small and Medium Enterprise	<p>means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians</p>	1%	<ul style="list-style-type: none"> ▪ certified copy of SME registration certificate ▪ declaration indicating the percentage of Namibian MSME ownership (kindly use structure of form)
Women owned enterprise	<p>a bidder who is a woman or whose minimum equity is 51% owned by Namibian women</p>	1%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all stakeholders ▪ certified copy of founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificates ▪ declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	<p>“youth” means a young person aged from 16 to 35 years old as defined in section 1 of the National Youth Council Act, 2009 (Act No.3 of 2009)</p> <p>a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths</p>	2%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all shareholders ▪ certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate ▪ declaration indicating the percentage of Namibian youth ownership
Previously Disadvantaged Person owned enterprise	<p>means persons contemplated in Article 23(2) of the Namibian Constitution and includes –</p> <p>a) women; and</p> <p>b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)</p> <p>a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs</p>	2%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all shareholders ▪ certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificates ▪ declaration indicating the percentage of Namibian PDP ownership

persons within Namibia who have been socially, economically, or educationally disadvantaged by past discriminatory laws or practices as contemplated in Article 23(2) of the Namibian Constitution		
Suppliers providing environmental protection	a bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%
Suppliers providing employment to Namibians	a bidder who employs 50% or more Namibian citizens	1%
TOTAL		10%

- declaration by the bidder that the latter deals with environmental protection

- declaration that the bidder employs 50% or more Namibian citizens

- certified copies of Namibian citizens employed by the bidder

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

If your quotation is not authorized, it will be rejected

Quotation addressed to:	DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE
Procurement Reference Number:	
Subject matter of Procurement:	CONSTRUCTION OF THREE CLASSROOM BLOCK AND STORE ROOM AT MAKOLONGA COMBINED SCHOOL FOR THE DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead.

The validity period of our Quotation is **90 days** from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the bids validity.

Works will commence within **7 days** from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within **Four Months (120 days)** from date of issue of Purchase Order/ Letter of Acceptance.

Bids Authorised by:

Name of Bidder		Company's Address and Seal.	
Contact Person			
Name of Person Authorizing the bid :		Position:	Signature:
Date		Phone No./E-mail	

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

Date: [Day/month/year].....

Procurement Ref No.:

To: Zambezi Regional Council
Directorate of Education, Innovation, Youth, Sports, Arts and Culture
Katima Mulilo

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:

Capacity of:.....

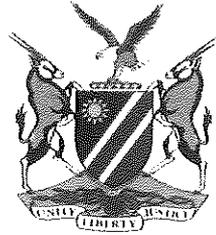
Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]



Ministry of Labour, Industrial Relations and Employment Creation

**Written undertaking in terms of section 138 of the Labour Act,
2015 and section 50(2) of the Public Act, 2015**

1. EMPLOYMENT DETAILS

Company Trade Name:.....

Registration Number:

Vat Number:

Industry/ Sector:

Place of Business:

Tell No:

Fax No:

Email Address:

Postal Address:

Full name of Owner/ Accounting
officer.....

Email Address:

2. PROCURMENT DETAILS

Procurement Reference No:

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/service will be delivered

.....

3. UNDERTAKING

I..... [insert full name] owner/ representative

Of [insert full name of
company]

hereby undertake in writing that my company will at all times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collative Agreement as applicable

I am fully aware that failure to abide to such shall lead to action as stipulated in section 138 of labour Act, 2007, which include but not limited to the cancellation of the contract/license/grant/permit or concession

Signature:.....

Date:

Seal:

Please take note:

1. A labour inspector may conduct unannounced inspections to asses the level of compliance
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being produced under this contract

SECTION III: STATEMENT OF REQUIREMENTS

This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Public Entity without qualifying or conditioning their quotations. Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of quotations be ensured, and the subsequent task of quotation evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar Contracts are useful in preparing Specifications. Most Specifications are normally written specially by the Public Entity to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these Documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Namibia or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

General Conditions of Contract

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Section VI General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC Clause 41 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar months.
- (l) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (p) Adjudicator means the single person appointed under

Clause 23.

- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) SCC means Special Conditions of Contract
- (aa) The Site is the area **defined as such in the SCC.**
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the SCC.** It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A Variation is an instruction given by the Project Manager which varies the Works.

(hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the SCC.**

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,¹ and
- (i) any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the SCC.**

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 **Otherwise specified in the SCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be

effective only when it is delivered to the address **stated in the SCC**

- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval within 21 days after issue of letter of Acceptance. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

13.6 The policies which are in the joint names of the Contractor and the Employer shall contain a clause to include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Employer.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion

Completion Date	Date.
17. Approval by the Project Manager	<p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p>
18. Safety	<p>18.1 The Contractor shall be responsible for the safety of all activities on the Site.</p>
19. Discoveries	<p>19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p>
20. Possession of the Site	<p>20.1 The Employer shall, after receiving the Performance security, the insurance covers and the Program for the Works all as per requirements, give possession of all parts of the Site to the Contractor within seven days for execution of works in accordance to the Program for the Works. If possession of a part is not given by the date stated in the SCC or as thereafter reviewed and agreed by the parties, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p>
21. Access to the Site	<p>21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
22. Instructions	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer if required by the Employer. The Contractor's attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.</p>
23. Appointment of the Adjudicator	<p>23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority, to appoint the Adjudicator within</p>

14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the SCC**.

B. Time Control

25. Program

25.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

25.4 The Project Manager's approval of the Program shall not alter the

Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event (as defined in GCC 41) occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or

circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

- 31. Identifying Defects**
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests**
- 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects**
- 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price**
- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to prepare interim valuations of works done.
- Any errors or inconsistencies including front loading detected in the Activity Schedule at any time during the execution of the project shall be resolved as directed as by the Project Manager.
- 36. Changes in the Contract Price**
- 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in

quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement

and certify the amount to be paid to the Contractor.

- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 39.7 **Unless otherwise specified in the SCC** Interim Payment may be made for Plant and Material delivered on site ready for incorporation within reasonable period of time in the permanent works, subject to the Contractor transferring ownership to the Employer and providing, where applicable, the right of the transfer of ownership vested upon the Contractor by its supplier.

Notwithstanding the transfer of ownership the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor until taking over of the works or part thereof in which such Plant and Materials are incorporated and shall make good at its own cost any loss or damage that may occur to the works or part thereof from any cause whatsoever during such period prior to the taking over.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest at the legal rate for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in

shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) In situations of Force Majeure which makes the contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events shall be limited to:
 - (a) reason of any exceptionally adverse weather conditions as specified in the SCC and
 - (b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

43.1 The currency of payment shall be Namibian Dollars.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients² **specified in the SCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be

deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

- 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

46. Liquidated Damages

- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

- 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

- 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment

basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

49.2 (a) Where the contractor has benefitted from the application of the Margin of Preference for employment of local manpower, it shall:

(i) in the execution of the contract, fulfill its obligation of maintaining local manpower force for 80 % or more of the man-days deployed in the execution of the Works with which it satisfied the criteria of eligibility for being awarded the contract in application of the Margin of Preference; and

(ii) concurrently with the above performance security, provide a preference security to guarantee it will fulfill its obligation in that respect.

(b) For contracts above N\$ 5 M, the preference security shall be in the form of an "on demand" bank guarantee for an amount in a convertible currency equivalent to the difference between its bid price and the bid price of the lowest bid if the Margin of Preference was not applicable. It shall be issued by a commercial bank located in the Republic of [Insert name of country].

(c) For contracts up to N\$ 5 M, an amount equal to the value of the preference security shall be retained from progressive payments to the contractor, to constitute the guarantee for the preference security.

(d) The preference security shall be valid until the Contractor has completed the Works and a Completion Certificate has been issued by the Employer's Representative as per GCC 53.

(e) The cost of providing the security shall be borne by the Contractor.

49.3 Where a Preference Security is applicable:

the Employer's Representative shall monitor the employment of local manpower throughout the execution of the contract and shall from time to time request a report from the contractor on the percentage of total men-days deployed using local manpower.

the Contractor shall submit the local manpower employment reports as often as it is reasonably requested by the Employer's Representative.

the Employer's and Contractor's representatives shall consult each other to ensure that the Contractor's obligation towards local manpower employment is met during the Works execution.

At the time of works completion, the Contractor shall submit a certified audited report to the Employer to substantiate the actual percentage of local manpower employed throughout the execution of the works.

The preference security shall be forfeited by the employer in case of failure on the part of the contractor to employ at least 80% of the local manpower in the execution of the Works.

50. Dayworks

- 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

52. Labour Clause

- 52.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
 - (ii) by arbitration awards; or
 - (iii) by submitting a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.
- 52.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment, filed a certificate:
- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
 - (b) stating whether any remuneration payable in respect of work done is due;

(c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

- 52.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under clause 40, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.
- 52.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

E. Finishing the Contract

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the

progress of the Works, and the instruction is not withdrawn within 28 days;

- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Fraud and Corruption

58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 57 shall apply as if such expulsion had been made under Sub-Clause 57.5 [Termination by Employer].

58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

58.3 For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of an inspection and audit rights provided for under Sub-Clause 22.2.

59. Payment upon Termination

- 59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 59.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

60. Property

- 60.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

61. Release from Performance

- 61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number:

CONSTRUCTION OF THREE CLASSROOM BLOCK AND STORE ROOM AT MAKOLONGA COMBINED SCHOOL FOR THE DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE			
TENDER SPECIFICATIONS/SCHEDULE OF QUANTITIES/PRICE		Region	
		Zambezi Region	
Location /Name of Centre	Makolonga Combined School		Chinchimani Circuit

Item No	Brief Description of Works	Unit of Measure	Quantity	Unit Price N\$	Total Price N\$
A*	B*	C*	D*	E	F
1	ESTABLISHMENT				
2	Site Establishment of personnel and equipment on site and off site, site offices, temporal ablutions for personnel and utility provisions .	no	1.00		
74	EARTHWORKS NOTES: 1 The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with some "soft rock" or "hard rock". 2 Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site. It is the responsibility of the Contractor to locate a suitable dumping site. 3 No risk of collapse will be measured or paid. It is the				

	responsibility of the Contractor to ensure that the sides of the excavations are supported and that they do not collapse. In the event of the sides of the excavations collapsing, the Contractor must at his own cost remove all loose material and compact the bottoms of the trenches, holes, etc.				
75	Excavation in earth not exceeding 1m deep				
76	Trenches and holes	m ³	42.00		
	<u>Extra over all excavations for spreading and levelling</u>				
	Surplus material from excavations and/or stock piles on site as directed	m ³	39.00		
	<u>Extra over all excavations for carting away</u>				
	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	5.00		
	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density				
	Under floors, steps, pavings, etc	m ³	24.00		
	Earth filling supplied by the contractor compacted to 93% Mod. AASHTO density				
	Backfilling behind retaining walls	m ³	18.00		
	Under floors, steps, pavings, etc	m ³	27.00		
	Compaction of filling				
	Extra over all filling compacted to 93% Mod AASHTO for compacting to 98% Mod AASHTO	m ²	46.50		
	Coarse river sand filling supplied by the contractor				
	Under floors etc	m ³	12.00		
	Soilcrete backfilling comprising 5% cement and 95% approved materials from the excavations				
	Soilcrete backfilling to trenches, holes, etc under footings, bases, etc	m ³	6.00		
77	Soil poisoning				
78	Soil insecticide under floors, paving, etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	164.00		
	Soil insecticide to bottoms of trenches, holes, etc	m ²	144.00		
79	CONCRETE, FORMWORK AND REINFORCEMENT CONCRETE WORK (UNREINFORCED AND REINFORCED) Test Cubes The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Department of Works. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Department of Works.				
	Making and testing 150 x 150 x 150mm concrete strength test cube	no	18.00		
	20MPa/19mm concrete				
	Surface beds, aprons, pavings, ramps, etc cast in panels	m ³	17.00		
80	25MPa/19mm concrete				
81	Footings, bases and ground beams	m ³	11.00		
82	25MPa/19mm concrete				
83	Surface beds, aprons, pavings, ramps, etc cast in panels	m ³	21.00		
84	30MPa/19mm concrete				

85	Isolated beams and ring beams	m ³	10.00		
90	Finishing top surfaces of concrete smooth				
91	Surface beds, slabs, aprons, pavings, etc with a wood float	m ²	102.00		
	Surface beds, slabs, aprons, pavings, etc with a steel trowel	m ²	191.00		
92	<p>FORMWORK Notes:</p> <p>Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to soffits of solid slabs, etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.</p>				
	Rough formwork to sides				
	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	95.00		
93	Rough formwork to sides and soffits				
94	Beams including beams attached to slabs, wall beams, isolated beams, and columns etc	m ²	38.00		
95	REINFORCEMENT Fabric reinforcement				
96	Type 245 fabric reinforcement in concrete surface beds, slabs, aprons, etc	m ²	213.00		
97	Mild steel reinforcement to structural concrete work cut, bent and fixed				
98	10mm Diameter bars	kg	100.00		
99	High tensile steel reinforcement to structural concrete work cut, bent and fixed				
100	12mm Diameter bars	kg	65.00		
101	<p>MASONRY NOTES: 1 Brickwork in foundations must include for brick reinforcement in EVERY BRICK COURSE. 2 Brickwork in superstructure (above surface bed level) must include for brick reinforcement every THIRD BRICK COURSE.</p>				
102	BRICKWORK IN FOUNDATIONS Brickwork of 7MPa cement bricks in class I mortar				
103	One brick wall	m ²	82.00		
104	BRICKWORK IN SUPERSTRUCTURE Brickwork of 7MPa cement bricks in class II mortar				
105	One brick wall	m ²	220.00		
106	Brickwork of 7MPa cement bricks in class II mortar				
107	One brick wall in beamfilling	m ²	42.00		
108	Galvanised hoop iron ties				
109	1.6mm Galvanised hoop iron tie 30mm wide and 600mm girth shot fixed to concrete and built into brickwork	no	25.00		
110	Prestressed prefabricated lintels				
111	105 x 75mm Lintels in lengths exceeding 3m	m	35.00		

112	Natural grey fibrecement window sills in single lengths bedded in class I mortar including metal fixing lugs etc				
113	15 x 175mm sills set sloping and slightly projecting	m	30.00		
114	Vermin proof air bricks and vents including forming opening in wall and rendering smooth all round in cement mortar				
115	225 x 150mm Galvanised vermin proof air vent	no	9.00		
	Weep holes				
	m Diameter PVC pipe 240mm long including building through one brick wall	no	15.00		
118	WATERPROOFING				
119	One layer of approved 375 micron embossed damp proof course				
120	In walls (110mm and 220mm wide)	m ²	35.00		
121	One layer of approved 250 micron under surface bed type waterproof sheeting sealed at laps with pressure sensitive tape				
122	Under surface beds, aprons, etc	m ²	213.00		
125	Clear silicone joint sealants				
126	Silicone sealant to joint between tiles floors and timber or aluminium skirtings	m	27.00		
	10 x 10mm In horizontal expansion joints including raking out polyethylene expansion joint filler as necessary	m	81.00		
127	ROOF COVERINGS NOTE: 1 All roof coverings unless otherwise stated are to pitches not exceeding 50°. 2 All roof sheets must be in long lengths and where applicable must be in single length sheets (no end laps are permissible). 3 Prices must allow for fixing to timber or to steel and for turning ends of sheets up or down at ridges, at headwalls and at eaves.				
128	0.58mm 'IBR' profile full hard galvanised (Z275 spelter) steel troughed roofing with 0.8mm galvanised sheet steel accessories fixed in strict accordance with the manufacturer's instructions				
129	Roof sheeting in single length sheets	m ²	323.00		
130	Ridge capping	m	33.00		
131	Standard narrow and broad flute closers	m	60.00		
132	Standard narrow and broad flute closers at valleys or hips	m	54.00		
133	Sisalation' or other equal and approved double-sided glass fibre reinforced aluminium foil bonded insulation				
134	Type FR 430 heavy duty insulation laid taut over purlins (at approximately 1300mm centres) and fixed concurrent with roof covering including galvanized steel straining wires	m ²	223.00		
135	0.6mm Galvanised sheet iron				
136	Cover flashing, headwall and sidewall flashings, valley gutters, copings, fascias, etc	m ²	72.00		
	SKIRTINGS				
	19 x 69mm Skirting plugged to walls	m	117.00		
137	CARPENTRY WORK				
138	40mm Semi-solid flush doors with hardboard covering both sides and concealed hardwood edge strips				
139	Door size 813 x 2032mm high	no	3.00		

140	40mm Semi-solid flush doors with hardwood veneer both sides and concealed hardwood edge strips				
141	Double door size 1511 x 2032mm high with rebated meeting stiles	no	1.00		
142	JOINERY WORK NOTE : 1 Pinning boards are to have a 32 x 47mm rebated and splayed wrot hardwood frame around countersunk screwed and pelleted to walls at not exceeding 300mm centres all round. 2 The frame is to varnished with a minimum of three coats polyurethane varnish or is to be primed with wood primer and painted with one coat universal undercoat and two coats satin eggshell enamel paint. 3 The frame is to be filled in with 12mm softboard sheeting set into the rebate of the frame and is to be glued to walls with a suitable contact adhesive. The softboard is to be primed and painted with two coats acrylic PVA paint.				
	CHAIR AND BUMP RAILS Wrot Meranti				
	22 x 47mm Bearers, rails, etc plugged to walls	m	27.00		
143	PINNING BOARDS Aluminium framed pinning board plugged to walls				
	Pinning board size 900 x 900mm high overall	no	6.00		
144	Pinning board size 1500 x 1000mm high	no	6.00		
149	CEILING AND PARTITIONS NOTE : 1 Prices for ceilings must allow for holes for light fittings and for strengthening brandering and / or galvanised suspension systems at openings for light fittings, airconditioning diffusers and the like as no extra costs will be paid in connection herewith.				
150	METAL CEILINGS 0.5mm IBR profile full hard galvanised steel troughed roofing with 0.8mm galvanised sheet steel accessories fixed in strict accordance with the manufacturer's instructions				
151	Ceilings in single length sheets fixed horizontally to underside of steel purlins (elsewhere measured)	m ²	203.00		
152	Cornice of standard narrow and broad fluted closers pop-riveted to profiled metal ceiling	m	122.00		
153	100mm Wide horizontal closer plate pop-riveted to profiled metal sheeting	m	30.00		
154	Extra over ceiling for trap door size 600 x 600mm, the opening formed of 40 x 40 x 0.8mm galvanised sheet metal angle frame all round mitred and pop-riveted to profiled metal ceiling and 50 x 50 x 3mm mild steel angle frame all round mitred and welded together and to steel brandering, the trap door formed of IBR profiled metal sheeting with 40 x 40 x 0.8mm galvanised sheet metal angle frame all round mitred and pop-riveted to profiled metal ceiling	no	1.00		
160	FLOOR COVERINGS				
161	300 x 300 x 2.5mm Full body tiles salt n pepper laid to patterns in grey colours fixed with an adhesive recommended by and laid in strict accordance with the manufacturer's				

	instructions				
162	Floors	m ²	156.00		
163	IRONMONGERY NOTE : 1 Prices must allow for fixing to timber, steel and plastered or tiled walls as may be necessary. 2 All locks are to be supplied with two keys. Keys are to be clearly marked and labelled with the correct door numbers. It is the responsibility of the Contractor to hand over all the keys to the Regional Representative of the Department of Works. All keys handed over must be signed for by the Regional Representative. No keys are to be handed over to the occupants of the buildings.				
164	Mortice locks				
165	Four lever upright mortice lock with stainless steel forend	no	4.00		
	Cylinder locks				
	Oval single cylinder lock with oval profile lock case and brass forend	no	4.00		
166	DOOR AND WINDOW SUNDRIES				
167	Silver anodised aluminium door stop with rubber buffer fixed to floor	no	6.00		
	INDUSTRIAL SHELVING UNITS Fully adjustable powder coated industrial shelving units				
	Shelf unit 914mm wide, 380mm deep and 1829mm high with top, base and four shelves	no	18.00		
	STEEL CUPBOARDS Standard powder coated storage cupboards plugged to walls				
	Storage cabinet size 900 x 450 x 1800mm high with four shelves (teacher's cupboard)	no	3.00		
	Wall mounted chalkboard with aluminium chalk rail plugged to walls		3.00		
	Chalk board size 2700 x 1140mm high	no			
170	STRUCTURAL STEELWORK				
171	Welded roof trusses of rectangular or square hollow section rafters, rails, struts, braces, cleats, etc and flat section bearer, gusset and connection plates bolted to concrete				
172	Trusses exceeding 8m and not exceeding 10m span of 50x50x5mm angle iron members	kg	1283.00		
173	Base plates, angles and bolts to trusses				
174	Base or anchor plates	kg	28.00		
175	12mm U-shaped anchor bolt 750mm girth cast into top of concrete	no	18.00		
1	Purlins and braces bolted to steel				
2	Lipped channel section purlins 100x50x20x2mm	kg	765.00		
3	Lipped channel section ceiling rails 75x50x20x2.5mm	kg	295.55		
	Rectangular or square hollow section posts or columns	kg	190.00		
	Tubular hollow section purlins and rafters	kg	110.00		
4	Commercial quality mild steel plates				
5	6mm Plates cut to varying shapes and sizes	m ²	6.00		
6	METALWORK				
	Seat brackets				
	40 x 40 x 3mm Mild steel angle iron in triangular shaped	no	3.00		

	bracket size 440 x 300mm overall three times bolted to walls with and including 8mm diameter expanding bolts				
7	Gates				
8	Single gate leaf size 810 x 2000mm high overall formed of 40 x 40 x 3mm mild steel hollow section frame around and two horizontal intermediate rails and filled in with and including 20 x 20x 2mm hollow section vertical bars at approximately 70mm centres passed through and welded to the intermediate rails, including two 100mm weld-on type hinges, narrow style double cylinder lock with escutcheons riveted to leaf and a 40 x 5mm mild steel flat gate stop welded on to one stile for the full gate height	no	4.00		
10	Residential type windows with solid brass or chromium plated fittings and factory fitted with and including type NBP33 burglar bars to the whole of the window				
11	Window type NG2 size 1022 x 359mm high	no	6.00		
	Window type NE4 size 1511 x 654mm high	no	10.00		
12	Purpose made mild steel burglar bars bolted to wall				
13	Burglar bars of square tubing to brick pattern with the vertical bars at 100mm centres and the horizontal bars at 200mm centres welded on	m ²	20.00		
14	1.6mm Double rebated frames suitable for one brick walls				
15	Frame for door size 813 x 2032mm high	no	3.00		
16	1.6mm Double rebated frames suitable for one brick walls with fan light				
17	Frame for double door size 1511 x 2032mm high	no	1.00		
18	PLASTERING NOTE : 1 Rates must include for preparing brick or concrete surfaces to receive plaster or screeds. Concrete and brick surfaces to receive plaster must be properly wire brushed to remove all loose and flaking material. Vertical concrete surfaces and soffits must also be slushed with a cement mortar slurry before any plastering commences.				
19	One coat cement plaster wood floated smooth on brick work				
20	Walls	m ²	281.00		
21	Narrow widths	m ²	10.00		
	One coat cement plaster steel trowelled smooth on brick work				
	Walls	m ²	315.00		
	Narrow widths	m ²	10.00		
22	Mild steel				
23	50 x 50 x 5mm Angle section edge protector in various lengths with and including 3 x 25mm flat section bent lugs each 200mm girth welded on at maximum 300mm centres including embedding in concrete	m	35.00		
24	FIRE APPLIANCES				
25	9kg Carbon dioxide fire extinguisher fixed to and including 22 x 300 x 400mm hardwood backing board chamfered all round and plugged to walls, including painting with one coat primer, one coat undercoat and two coats gloss enamel paint	no	1.00		
26	TILING				
30	Take delivery of, transport to the site, store, protect and lay ceramic floor tiles of differing sizes fixed with and including adhesive to screeded				

	surfaces (elsewhere measured) and flush pointed with an approved tinted waterproof jointing compound on (cost of floor tiles elsewhere)				
31	Floors to patterns	m ²	262.00		
32	Skirting 100mm high	m	60.00		
33	PVC tiling edge strips, etc.				
34	Bull nosed tiling edge or corner strip suitable for 5mm tiles	m	6.00		
35	Tiling movement joint strip 100mm wide suitable for 10mm tiles	m	14.00		
69	GLAZING				
70	4mm Clear float glass				
71	Panes exceeding 0.1m ² and not exceeding 0.5m ²	m ²	29.00		
74	PAINTWORK				
	One coat alkali-resistant plaster primer and two coats Acrylic PVA paint				
	On internal smooth plastered walls and columns	m ²	315.00		
	On external smooth plastered walls	m ²	312.00		
	On off-shutter concrete walls and columns	m ²	42.00		
	ON METAL				
	One coat gloss enamel paint				
	On roof members	m ²	24.00		
	Touch up factory primer and one coat undercoat and two coats gloss enamel paint				
	On windows with burglar bars (both sides measured flat	m ²	57.00		
	On rails, bars, pipes, etc. not exceeding 300mm girth.	m ²	97.00		
75	Touch up factory primer and one coat undercoat and two coats gloss enamel paint				
77	On rails, bars, pipes, etc. not exceeding 300mm girth.	m	117.00		
78	Wash with metal conditioner and two coats Acrylic PVA paint				
79	On underside of profiled roof sheeting and ceilings (measured on flat to ceiling area)	m ²	192.00		
80	SITE CLEARANCE ETC				
81	Cutting down and removing, grubbing up roots and filling in holes				
82	Tree exceeding 1000mm and not exceeding 2000mm girth	no	2.00		
	ROADWORKS, PAVINGS, WALKWAYS, ETC				
	Interlocking Brickwork of 14MPa cement bricks laid in covered walkways	m ²	112.00		
83	SPECIALIST INSTALLATION				
84	Electrical installation				
85	Excavation in earth not exceeding 1m deep for :				
86	Trenches and holes	m ³	1.00		
93	Chased and/or fixed in brickwork not exceeding 300mm above floor level (making good of chase by others)				
94	20mm Diameter	m	140.00		
95	Surface mounted to brickwork, concrete, steel, wood, etc, not exceeding 300mm above floor level				
96	20mm Diameter	m	30.00		
103	PVC wires				
104	2.5mm ²	m	400.00		
105	4 mm ²	m	300.00		
108	Underground cable PVC SWA PVC installed :				
109	4 Core 10mm ²	m	60.00		

110	Right angle box No.2 three way				
111	16Am switches				
112	1 lever 1 way flush with cover plate	no	4.00		
115	Daylight Switch				
116	10 Amp including mounting bracket surface mounted as national or other equal approved	no	1.00		
117	Flush mounted				
118	Single outlet 100 x 100mm complete with cover	no	4.00		
	Galvanised wall boxes for switchesor sockets				
	100x 100mm	no	4.00		
119	Replace or install the following extension boxes				
120	100x 50mm	no	4.00		
121	100x 100mm	no	4.00		
122	Draw boxes miscellaneous junctions				
123	60mm diameter PVC	no	16.00		
124	Single pole				
125	1-10 Amp,	no	3.00		
126	15-25 Amp,	no	2.00		
127	30-40 Amp,	no	2.00		
128	Single pole				
129	45-60 Amp	no	1.00		
136	Safety blanks installed for covering				
137	Safety blanks (Samite")	no	6.00		
138	Round bulkhead fitting with white reflector and clear polycarbonate similar or equal to "UNILUX 7610"				
139	With lamp holder -100W ES LED fitting complete	no	3.00		
140	Earthing and bonding				
141	Earthing of metal roof with 50mm ² copper wire to earth spike,	no	3.00		
142	Flourescent tray complete with mounting bracket (cover) for surface installation switch, but including diffusers, standard bi-pin lampholder instead of the ratchet type are not acceptable				
143	2x58W LED	no	13.00		
144	Replace indoor type lighting arrestor	no	2.00		
145	Flush mounted				
146	12 way	no	1.00		
151	Pre-paid meters				
152	Rewire single distribution board to standard	no	1.00		
153	Labeling of single phase distribution board	no	1.00		
			Subtotal		
			Add 2.5% Contingencies		
			Subtotal		
			VAT @ 15 %		
			Grand Total		

Price Activity Schedule Authorised By:

Name:		Signature	
Position:		Date:	
Authorised for and on behalf of:		Company	

SECTION V: SPECIFICATION AND COMPLIANCE SHEET

Procurement Reference Number:

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also, state "comply" or "not comply" and give details of any non-compliance/deviation to specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below

Item No	Specifications and Performance Required	Compliance of Specifications	Details of Non-Compliance Deviation (if applicable)
A*	B*	C	D
1.00	SITE ESTABLISHMENT		
2.00	DEMOLISH AND ALTERATION		
3.00	PAINTWORK		
4.00	EARTHWORKS		
5.00	CONCRETE, FORMWORK AND REINFORCEMENT		
6.00	ROOF COVERINGS		
7.00	JOINERY WORK		
8.00	CEILING AND PARTITIONS		
9.00	FLOOR COVERING, WALL LINING, ETC.		
10.00	IRON MONGOMERY		
11.00	STRUCTURAL STEELWORK		
12.00	METAL WORK		
13.00	PLASTERING		
14.00	PLUMBING AND DRAINAGE		
15.00	GLAZING		
16.00	PAINTING		
17.00	EXTERNAL WORK		
18.00	MECHANICAL		
19.00	ELECTRICAL WORK		

Specification and Compliance Sheet Authorised By:

Name		Signature:	
Position		Date:	
Authorised for and on behalf of:		Company	

SECTION VII: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

NB: WILL BE HANDED OUT WHEN A PROJECT IS ALLOCATED.

GCC Clause Reference	Special Conditions
Purchaser GCC 1.1(r)	The Employer is: DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE
Project Manager GCC 1.1(y)	The Project Manager is: Mr. M. Lubinda Cell: +264-81-140 4625 Department of Works – Zambezi Region
Site GCC 1.1(aa)	The Site is located at Bukalo – Zambezi Region
Start Date GCC 1.1(dd)	The Start Date shall be: March 2026
The Works GCC 1.1(hh)	The Works consist of: CONSTRUCTION OF THREE CLASSROOM BLOCK AND STORE ROOM AT MAKOLONGA COMBINED SCHOOL FOR THE DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORTS, ARTS AND CULTURE, see attached bill of quantities for specification and descriptions.
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 5.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Notices GCC 6	Any notice shall be sent to the following addresses: Mr. A. Shikoyeni at Zambezi Regional Council, private Bag 5002, Katima Mulilo, Tel: +264-66-261771, Cell: +264-81-1401181 For the Employer, the address shall be as given on the page 2 of this Bidding

GCC Clause Reference	Special Conditions
	<p>Document and the contact name shall be : <u>Mr. A. Shikoyeni at Zambezi Regional Council, private Bag 5002, Katima Mulilo, Tel: +264-66-261771, Cell: +264-81-1401181</u></p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be:</p> <hr/>
<p>Insurance GCC 13.1</p>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Public Entity as well).</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<p>Site Data GCC 14.1</p>	<p>The site data is: The contractor shall be deemed to have examined any Site Data supplemented by any information available to the Contractor.</p>
<p>Intended Completion Date</p>	<p>The Intended Completion Date for the whole of the Works shall be:</p>

GCC Clause Reference	Special Conditions
GCC 16.1	July 2026
Possession of the Site GCC 20.1	The Site Possession Date shall be: March 2026
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>6 Month from the last date of the project completion.</i>
Payment Certificates GCC 39.7	Payment shall be made as per progress of works <i>without</i> payment for materials on site.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	(a) Reason of any exceptionally adverse weather conditions such as heavy rains, storms, floods etc. Reason of civil commotion, strike or lockout affecting any of the trades engaged in the preparation, manufacture or transportation of any of the goods or material required for the works.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) 10% of the amount shall be retained from any payment. 5% of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are N\$500.00 per day for contracts above N\$500,000.00 and N\$ 300.00 per day for contracts below N\$500,000.00 for non-completion

GCC Clause Reference	Special Conditions
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) No Performance Security is required
Operating and Maintenance Manuals GCC 56.1	"As built" drawings or operating and maintenance manuals are not required.

BID CHECKLIST SCHEDULE

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.: _____

Description	Attached (please tick if submitted and cross if not)
Bid form signed in full	
Bid security declaration	
Original Good Standing Tax Certificate form from receiver of revenue	
Certified copy of Company Registration/registration of defensive name.	
Original Social Security commission certificate	
Certified copy of SME certificate	
Identification documents	
Valid certified copy of Affirmative action.	